

Exception in the Delaware Land.

The following legal opinion was prepared by a lawyer at the request of some proprietors in the City of Leavenworth:

The question submitted for examination is whether the unsurveyed lands which have been ceded to the United States by the "Delaware" are now open to settlers in Kansas by pre-emption? Until I saw the opinion of the very able and accomplished Attorney General of the United States I supposed little or no doubt existed on the question. That opinion emanating as it does from the highest law officer in the Government is entitled to great consideration and there should be no attempt to controvert it unless there are strong and apparent grounds for doing so. But it has happened that our ablest Attorney General in the midst of his multifarious and arduous duties has given to the Supreme Court, after argument on both sides has found to be erroneous. A very serious investigation of the whole subject has convinced me that our Government's opinion would meet the same fate, and the following are the reasons that have led me to this conclusion:

By article 2, of the Delaware treaty of May 6, 1805, the United States "agree to have the ceded country (excepting the said 'outlet') surveyed as soon as it can conveniently be done, in the same manner that the public lands are surveyed—such survey to be commenced and prosecuted as the President of the United States may deem best. And the President will, as soon as the whole or any portion of said lands are surveyed, proceed to offer such surveyed lands for sale, at public auction, in such quantities as he may deem proper—being governed in all respects, in conducting such sales, by the laws of the United States respecting the sale of the public lands; and such of the lands as may not be sold at the public sale, shall thereafter be subject to private entry, in the same manner that private entries are made of United States lands; and any, or all, of such lands again unsold, after being three years subject to 'private entry,' at the minimum government price, may, by act of Congress, be graduated and reduced in price, until all said lands are sold, and being had in said graduation and reduction to the interest of the Delaware, as also to the speedy settlement of the country." And by article 3, §10,000 are to be paid for the 'outlet' and for the lands to be surveyed, the proceeds of the sale, after deducting the cost of surveying, managing and selling the same.

The act of Congress of July 22d, 1854, sec. 12, provides "that all the lands to which the Indians have been or shall be extinguished within the territories of Nebraska and Kansas, shall be subject to the operations of the pre-emption act of September 30th, 1850, and under the conditions and stipulations therein mentioned. PROVIDED, HOWEVER, that when unsurveyed lands are claimed by pre-emption, notice of the pre-emption claim shall be filed with the land office in three months after the survey has been made in the field, and on failure to file such notice or to pay for the tract claimed before the day fixed for the public sale of the lands by the proclamation of the President of the United States, the parties claiming such lands shall forfeit all right thereto: PROVIDED, said notices may be filed with the surveyor general and be noted by him on the township plats, until other arrangements shall have been made by law for that purpose."

Now in the first place, let us see if the words of the statute conflict with the true meaning and intention of the treaty. In the Delaware treaty the "outlet" is placed in the same footing. But there is this important difference between them. With the Iowa it is agreed, that "until after the land shall have been surveyed and the surveys approved, no white persons or citizens shall be permitted to make thereon any location or settlement." Had a similar clause been inserted in the treaty with the Delaware, their intention to exclude settlers previous to the survey would be apparent. As there is no clause of the kind, they cannot well be said to claim the purpose expressed in it.

Generally the Indians have sold their interest in the territory in gross for a round sum, as in the case of the "outlet." It may be for their advantage to deviate from that course. The Delaware have done so in regard to the most of their land. The stipulations in the treaty imply that the lands are to be sold as other public lands are sold. That process is well known. All the land is advertised to be sold by public auction, and such as has not been legally pre-empted is thus sold. The difference therefore, between the disposal of the "outlet" and the rest of the land is that in one case, they sell at wholesale and in the other at retail. That surely does not strike down the cherished right of pre-emption. On the contrary it is obviously for the interest of the Delaware to encourage the exercise of this right. By a settlement of some portion of their land, the value of the remainder will be greatly increased. The building of thriving towns and the cultivation of adjacent sections or quarter sections, will command higher prices for what is sold by auction; so that if but half of the minimum price of what will be acquired by pre-emption was paid them, they would then be gainers. But how would it operate if the right of entry and pre-emption is denied. Settlers would turn in another direction. There are other localities open that are desirable. Two or three years might elapse before the surveys would be completed; and by that time settlements would have acquired a great growth in those other localities. Then population would concentrate and attract the varied elements of civilization. Consequently the land of the Delaware, uninhabited and improved, would present far less inducements to the purchaser. From a full view of the treaty, it then appears very doubtful, to say the least, that the Delaware, acting through their attorneys, intended to obstruct the right of pre-emption. Admitting, however, that this was the case, it is well known that the stipulations do conflict with the statute before quoted, which is to have the precedence.

(There is of course no question as to the completeness of the cession. The deed has been signed, sealed and delivered. In the words of the learned Attorney General the legal title domain and jurisdiction are in the United States.) To make this matter entirely plain two points require discussion.

1st. Is an act of Congress superior to an Indian treaty? 2d. Did Congress intend to authorize pre-emption titles in the Delaware lands?

General Cushing does not state the relative authority of this treaty and an act of Congress.

His remarks: There is a distinction, undoubtedly, between a treaty with a foreign power and a treaty with Indians, who are subjects of the U. States. Examples may be cited of acts of Congress which operate so as to modify or amend treaties with Indians. As their sovereign and their guardian, we have occasionally assumed to do this, acting on their interest and our own, and not in such case violating engagements with them but seeking to give a more beneficial effect to such engagements; for though they be weak, yet they are not the less entitled to the exercise towards them of the most scrupulous good faith on the part of the United States. This so far as it goes is unexceptionable.

Now the treaty making power is a peculiar feature in our frame of government. It is the only instance where the constitution reserves legislative functions in the executive. And it is a peculiar instance in order that preliminary transactions with foreign nations, may have the advantage of secrecy and dispatch. Although the House, the popular branch of Congress has no voice in forming a treaty, it is yet no less the law of the land when concluded. In 1796, the House of representatives resolved that it had a right to decide as to the expediency or inexpediency of a treaty when the stipulations thereof depended on an act of Congress. But the soundest statesmen of the country, have pronounced that resolution unconstitutional. And when in 1816, a similar resolution was attempted to be passed, it met with defeat. Nevertheless, an act of Congress being the united will of the executive and legislature, is of course superior to a treaty. An act of Congress is publicly discussed in the house and senate, and finds its way to all the people; a treaty is drawn up and ratified in secret—the rational inference must be that the public law has precedence. If the President and Senate can make a treaty, the President, Senate and House can unmake it. No body can doubt that. Such is the authority of Congress over treaties with foreign nations. Over treaties with the Indians it is much more extensive and peculiar. And why? Not by any means that wrong and injustice may be done them, but because of the peculiar relations in which they stand to the United States. There is a similarity to that between guardian and ward. They have never been regarded as owners of the soil they live upon, nor as citizens of the country. While the European States hold the title to the territory, the Indians were liable to the unsuspicious policy of extermination and conquest. But since the United States purchased the soil of France—for a large sum—their rights and interests have been more carefully guarded. They have thus been defended from foreign aggression and from the violence of feuds among themselves. The general government has extended its bounty to them as it never has done to our own citizens even. It is considered unconstitutional to grant land for the benefit of the Indian in the country; but the government has year after year, furnished the Indians with money, with clothing and with education. As they have been, adverse to civilized and enlightened life, Congress has never yet relinquished its right to supervise their affairs as their welfare and the good of the country might dictate. As a means of consulting with them, and ascertaining their condition and interests, the practice has grown up of forming treaties with them. I think it has generally occurred that a clause has been inserted in these treaties permitting Congress to amend them. Such a clause exists in the Delaware treaty. However, it has never been supposed by our highest courts, by Congress, nor least of all, by the Indians themselves, that these treaties were not subject to revision and alteration as circumstances might require. The frequent exercise of this right has made its existence well understood. Certainly no one would wish to see it converted into an instrument of evil to them. Nor have they experienced any such result from its exercise. In regard to the first inquiry, it may then be decisively asserted, that it is the right and duty of Congress, to modify and amend treaties with the Indian tribes when occasion demands.

In the next place, does the act of Congress, before alluded to, open the Delaware lands to private entry and pre-emption? Nothing can be clearer than the words of the Statute. It provides that, whenever the Indian title is, or shall be extinguished, then the right of pre-emption shall accrue. If it was the intention of Congress to except the Delaware, and other large tracts from the operation of the act, why was not the exception specifically made? When important interests are at stake a law should be construed according to its literal and apparent meaning unless there are principles and usages which show beyond a reasonable doubt, a different meaning. Now there is reasonable cause to believe that Congress with a full view of all the treaties, by including all lands meant to except nearly seven hundred thousand acres of the best in the territory? Does the interest of the Indians require the law to be twisted into such a meaning? So far from this being the case it is clear as before intimated that the entry and settlement of a part of the land will raise the value of the rest. It is well known that the general government grants lands to territories and states for the purpose of building railroads, &c., in order to enhance the value of the public lands adjoining. On the same principle the Delaware will derive advantage by the establishment of towns, and the admission of settlers on the land ceded by them. Nor is it at all improper that this motive should have influenced Congress in bringing these lands under the general rule. When it is considered that its policy all along has been such as to secure the prosperity and comparative wealth of the Delaware, and most of all when it is remembered that they have been permitted to retain for themselves forever the finest tract of their land on the Missouri and Kansas rivers, there is but feeble ground for charging Congress with duplicity and bad faith. But what more conclusively shows that the apparent construction of the act is the proper construction, is that it carries out entirely the acknowledged and long settled policy which has characterized the acts of Congress in opening territories for settlement. In regard to this policy, no better authority can be desired than the following remarks of Chancellor Kent: "Congress has the exclusive right of pre-emption to all lands lying within the territories of the United States. This was so decided in the case of Johnson vs. McIntosh, (8 Wheaton, 543). Upon the doctrine of the court in that case, and in that of Fletcher vs. Peck, (6 Cranch, 142) the United States own this soil as well as the jurisdiction over the immense tracts of unpatented lands situated within their territories, and of all the products

tive funds which those lands may hereafter create. The title is in the United States by the treaty of peace with Great Britain, and by subsequent cessions from France and Spain, and by cessions from the individual States; and the Indians have only a right of occupancy, and the United States possesses the legal title subject to that occupancy, and with an absolute and exclusive right to extinguish the Indian title of occupancy, either by conquest or purchase. The title of the European nations, which passed to the United States, of this immense territorial empire was founded on discovery and conquest; and by the European customary law of nations, prior discovery gave this title to the soil, subject to the possessory right of the natives, and which occupancy was all the right that European conquerors and discoverers, and which the United States, as succeeding to their title, would admit to reside in the native Indians. The principle is, that the Indians are to be considered merely as occupants, to be protected while in peace in the possession of their lands, but to be deemed incapable of transferring the absolute title to any other than the sovereign of the country." (Kent's Commentaries, Vol. 1, § 357). There are numerous and valid reasons why Congress should not depart from the policy of allowing the first occupant and improver of the soil, to acquire a pre-emption. The work of the pioneer is at best attended with risks and hardships. Its importance is never fully appreciated. Yet it must be done. The first rude dwelling must be erected, the first farrow turned. As an encouragement, though an inadequate one, to the settler in preparing the way to civilization, our government has uniformly granted him the right of pre-emption. This has grown almost to be the common law of territories. Every year has witnessed greater liberality in extending this policy. We have now the Homestead law for New Mexico, and the graduating system for all other public lands. And it cannot well be supposed that Congress would retrograde by implication, that it would without avowing it withdraw from the settler the protection of pre-emption. Authorized, as he supposes by the supreme law of the country the settler enters upon the land ceded by the Delaware, and commences improvements on his quarter section. Is the government going to expel him and his children at the point of the bayonet? Will Congress turn round and say to him, "when we said all the lands in Kansas, we only meant a part?" Such a construction of the Statute seems to be unwarrantable.

On the whole view of the subject, therefore, I am led to the opinion, that the land ceded by the Delaware tribe is as much subject to the pre-emption law, as any in the territory of Kansas; and that the act of Congress in providing this maintains more effectually the interest of that tribe, while at the same time it does not deviate from a well known system of territorial legislation, nor deceive and harass the settler.

Fort Leavenworth, Sept. 11, 1854.

Where will the Capitol of Kansas be located.

The following is from the "Western Dispatch," Independence Mo.

Mr. Editor:—The above query has been awakened in the public mind, by a recent act of Congress which appropriated that portion of the "Kansas Bill" fixing the seat of Government at Fort Leavenworth, and as the question is still to be decided by the settlers of Kansas, it is one of considerable interest.

Several points have been named, which have drawn the attention of the settlers. The first point of interest is "Leavenworth City," situated about 1-2 miles South of the Fort of the same name. It is being laid out in suitable lots which will be offered for sale at public vendue in October next. The locality of the city is on a high bluff, that skirts the river for several miles. Standing on the site, one can gaze upon the prairie which gradually rises in undulating waves, and stretches far to the Westward. He can note the pleasant groves, that skirt the various streams, and chequer the fair surface of the "Queen of the Prairies." Under the roots of the rising bluff, numerous springs issue forth, and invite the weary traveller to come and quench his thirst. Rocks are seen jutting out into the river, which give permanency to the bluffs, and affords a good protection against the current of the Missouri river. Already the spirit of man is fully awakened by the glowing prospects of the place, and his capital, and labor are engaged in erecting workshops and forges. The hand of enterprise is fast removing the stately oak and lowly shrub, preparatory to the erection of dwellings and business houses. Soon the din and clash of busy life will awaken the fallow sides and cause them to pour their wealth into the lap of industry.

Cobb's Graduation Land Bill.

The Washington Union gives the following synopsis of this bill:

"All lands which have been in market for ten years or upwards, shall be subject to entry at one dollar per acre; fifteen years and upwards, at seventy-five cents; twenty years and upwards at fifty cents; twenty-five years and upwards, at twenty-five cents and thirty years and upwards at twelve and a half cents per acre. Upon every reduction the occupant and settler to have the right of pre-emption at such graduation prices until within thirty days preceding the next graduation, but not to interfere with any right which has heretofore accrued to actual settlers. Any person applying to enter any of the aforesaid lands, is required to make affidavit that he or she enters the same for his or her own use, and for actual settlement and cultivation, or for the use of an adjoining farm owned or occupied by him or herself, and that, together with such entry, he or she has not acquired from the United States, under the provisions of this act, more than three hundred and twenty acres."

When a feller first falls in love, the sensation is like a hay bag crawling up the leg of his trousers. At least that is the way we suffered when we first stepped the hand of the gall we loved.

The man that was struck by a co-incidence, is in a fair way of recovery. Glad to hear of it.

Corn Crop of the West.

Advices from the corn crop throughout the West and South are coming in more favorable. In the western portion of Ohio, including the Miami and Scioto bottoms, and all the north-western part of that State the corn promises well and will yield a full average crop. In the northern portion of Indiana and Illinois, the crop is also good, and the same remarks will apply to Michigan, Iowa, Minnesota, and the northern part of Missouri. From the southern States the advices are very encouraging, so that taking the whole West together, there is no cause for alarm, nor is there much safety in speculations based upon a failure of the corn crop. We hear of no place, however, where the potato crop is good, or even middling.

In Central Missouri, Illinois and Indiana, and in South Kentucky and the north-west part of Tennessee, north-eastern portion of Ohio and Western Pennsylvania, there is no doubt that the drought has proved very disastrous to corn and potatoes, and in these sections there will be a scarcity.

Fortune's favorite—the man who angers a red-headed woman without getting his cranium injured.

A thief being caught robbing the bank, when asked what he was doing, answered—Only taking notes.

That's the end of my tale," as the tadpole said as he turned into a bull frog.

Dr. Easterly's Iodine and Sarsaparilla.—This preparation combines the Iodine (or Hydrate of Potassium), the fluid extract of Sarsaparilla (the Honduras Root) and the Yellow Dock together with other efficacious Extracts which render it the most potent remedy known to man for the cure of all diseases arising from an impure state of the Blood, viz: Scrofula or King's Evil; obstinate cutaneous eruptions, pimples on the face, blotches, biles, chronic sore eyes, ring worm or tetter, scald head, salt-rheum, pains in the bones and joints, old sores and ulcers, rheumatism, swelling of the glands, syphilittic or venereal diseases, erysipelas, tuberculous consumption, lumbago, diseases of the kidneys, dropsy, dyspepsia, liver complaint, nervous affections, general debility, neuralgia or tic-douloureux, cancers, goitre, white swellings, diseases arising from an injudicious use of mercury—exposure or imprudence in life, female frigidity, &c. &c. also chronic constitutional diseases. The ingredients employed in this preparation are known to the medical faculty and to almost every individual to be highly efficacious in the removal of diseases, producing an action upon the blood, glands, lungs, liver kidneys, digestive and urinary organs, enabling them to throw off diseases and to perform the functions that nature designed. Dr. Easterly's Iodine and Sarsaparilla searches out the very roots of the disease, destroys the germ by purifying the blood, changing morbid secretion, and by driving out all impure and diseased fluids of the body, and by thus removing the cause, the cure is rendered certain and permanent. It is the best remedy ever invented for the cure of mercurial and syphilittic or venereal diseases. It has cured thousands upon thousands after all other remedies had failed. It has cured, and will cure, the most desperate cases.

Ask for Dr. Easterly's Iodine and Sarsaparilla, and take nothing else.

For sale by the Druggists in Weston, Mo. and also by the principal Druggists and dealers in medicine throughout the Western States.

Dr. Easterly's Diarrhoea Syrup.—This is a pleasant, safe, and effectual remedy for Dysentery, Diarrhoea, Cholera, Cholera Morbus, Summer Complaint, Colic, Griping Pains, Wind in the Stomach and Bowels, Cramps, Fretting and Crying of Infants, and for all irregularities of the Bowels. It is one of the most efficient, pleasant and safe preparations ever offered to the public for the removal of the various derangements of the Stomach and Bowels, and the only article worthy of the least consequence for curing Cholera Infantum or Summer Complaint, and all derangements of the bowels from teething.

Dr. Easterly's Diarrhoea Syrup is without exception one of the most valuable Family Medicines ever discovered. Hundreds of families of the first respectability in St. Louis have used it and bear the strongest testimony in its favor. Price 25 cents per bottle. For sale by the Druggists in Weston, Mo. and also by the principal Druggists and dealers in medicine throughout the Western States.

DR. CARTER'S COUGH BALSAM.—Is a prompt and effectual remedy for coughs, colds, asthma, consumption, bronchitis, pain in the side and breast, and all diseases of the lungs. At this season the sudden changes of the climate, and the cold bleak winds of the north, produce coughs and colds—dangerous colds, which demand of the wise and the prudent, the earliest attention. Reader, have you a cough or cold? Do not neglect it. Thousands of the old and the young, the fashionable and the gay, are annually consigned to a premature grave by neglecting to attend to a common cold. Coughs and colds lead to consumption, and if not removed by a proper remedy, to an early death. Be advised in time. Procure at once that celebrated remedy, Dr. Carter's Cough Balsam, which has cured thousands upon thousands after all other means had failed, and which seldom fails to cure the most appalling stages of consumption. Price 25 cents per bottle; large bottles \$1, or six bottles for \$5.

For sale by the Druggists in Weston, Mo. and also by the principal Druggists and dealers in Medicines throughout the Western States.

Dr. Easterly's Fever and Ague Killer.—Is warranted to cure all cases of Ague and Fever, Chills and Fever, Dumb Ague, Intermittent and Remittent Fevers, and every form of Fever incident to the West. If those sufferers in Weston, we say try it, and if it fails to cure, the money shall be refunded to the purchaser. More than

Twenty-Five Thousand Bottles, have been sold, and in no instance has it failed to effect a permanent cure as far as heard from. Price: 50¢ per bottle, or six bottles for \$5.

For sale by the Druggists in Weston, Mo. and also by the principal Druggists and dealers in Medicine throughout the western states.

JAS. H. TRUNDLE & BROTHERS. Wholesale and Retail Dealers in Drugs, Medicines, Chemicals, Paints, Oils, Perfumery, Dry Goods, Window Glass and Glassware, &c. also Patent Medicines. Weston, Mo. Sept. 15.

PROSPECTUS of the KANSAS HERALD.

LEAVENWORTH, KANSAS TERRITORY.

We shall issue on the 15th of September at Leavenworth, Kansas Territory, the Kansas Herald, a weekly Journal devoted to Miscellaneous, Literature, Agriculture, general intelligence, and the maintenance of Democratic principles.

Coming, as the political arena is at a time when the whole country is convulsed with fierce sectional conflicts, we shall take our stand, at the start firmly against the sweeping current of public infatuation and plant ourselves on the platform of the strict construction, democratic principles and measures of popular supremacy. State sovereignty, equal privileges, adherence to the Constitution of the United States, representation, frequency of elections, opposition to class legislation, if the success of these principles and measures that has elevated our beloved country with a rapidly unparalleled in the annals of nations, to a height of prosperity and power which justly entitles her to be the wonder of the world. Though falling short in power or in assistance in unobscuring the success of Democratic rule, our best efforts shall be put forth in the cause; and we are determined that a want of sincerity and vigilance shall not be justly laid to our charge.

Believing that the continuance of the factional disputes that agitate our Territory are prejudicial to its peace and onward progress, we shall exert whatever influence we may possess, to heal dissensions, the indulgence of which cannot fail to do harm.

The passage of the Nebraska Bill, with its various provisions has drawn the attention of the whole Union, towards Kansas, with reference to the abrogation of the Missouri Compromise. Opinions differ widely on the subject, and we find equally good men both for and against the bill. We doubt not the honesty of either side, nor shall we denounce either. The question whether slavery shall exist or be prohibited is to be decided at the ballot-box, by the freemen of Kansas and it would be a departure from the spirit and meaning of the bill, to establish the territory for a Newspaper to attempt to dictate to any faction, "We belong to no clique, and shall advocate the 'people's rights' and shall give our opinions freely and honestly in any emergency, as may arise, without dictation from any source whatever. We shall set forth the issue, such as it is, nothing more or less, and treat both sides with fairness without hesitation. We endorse the present national administration, in its wisdom, purity, and firmness of whose government, and strict fidelity to the Constitution, we have the highest confidence.

Ours is peculiarly an agricultural State, and our encouragement will be given to all efforts to promote this branch of industry, and for the development of agricultural science, so important to the people of Kansas, as a grain growing community. We have embarked in the enterprise of establishing a Democratic Journal, that while it shall maintain and defend the principles of our political party, in their strictness and purity, shall at the same time present to the merchant and man of business, the best and most reliable medium by which they can reach the masses of Kansas and Western Missouri, in a business point of view, and we doubt not the success of our undertaking.

It is conceded by all, that Leavenworth will soon be the great commercial depot, west of St. Louis, for besides being the Capital of Kansas Territory we assume and located at the only good landing on the Mo. River, it will continue to be the nucleus of a great part of the trade of N. Mexico, Utah, Oregon, Washington, Nebraska, western Iowa, western Missouri, and Kansas, and we, therefore, offer to the business men of St. Louis, Boston, New York, and New Orleans, facilities for advertising, with the assurance that their advertisements will be seen by thousands. Our circulation will extend to every State in the Union; it may be found at the Farmers' Exchange in Maine, and in the wilds of Nebraska; among the most cultivated people of the Southern and Eastern States, and around the borders of the Western Lakes.

We shall keep up with this age of astonishing progress, and it is our purpose to issue a daily as soon as we meet with sufficient encouragement and patronage to justify the additional expense.

To the friends of Democracy particularly, and to all generally, who would encourage the diffusion of useful knowledge and correct information, we would make our appeal to aid us in extending the circulation of the Herald. It will be our highest ambition, our great object and study to give them a paper worthy of our cause and the enlightened age and nation in which our lot has been cast.

Terms.

\$2.00 per annum in advance. All communications must be addressed to the Editors, Leavenworth, Kansas Territory. OSBORN & ADAMS.

September 15th, 1854.

TOWN OF LEAVENWORTH.

GREAT SALE

OF LOTS!!

THERE will be a great sale Lots at this new and promising Town, adjoining Fort Leavenworth, on

Monday 9th day of October, 1854.

It is scarcely necessary to speak of the beauty of Fort Leavenworth, the surrounding country for its peculiar advantages for a great commercial City have been known, by all who have ever ascended the Missouri River to this ancient Fort.

The Town joins the Military reserve about one mile and a half from the Fort, and has a rock bound front on the river, with a gradual ascent and gentle undulation for miles around. That this beautiful location is destined to be the Capital and Metropolis of the rich and fertile State of Kansas, no one who knows anything of its geographical position or of the country surrounding it can doubt. It will be the starting point for the Caravans of Emigrants and Merchandise to New Mexico, Utah, California and Oregon for centuries, until a Railroad is constructed to those distant States, the Eastern terminus of which must be at Leavenworth. Private sales will be made after the first of September, 1854, at which time our survey will be completed, to all persons desirous of making immediate improvements. Having in view the necessity of a great commercial center for the rapidly accumulating citizens of Kansas, we promise the greatest liberality to those who first try their fortunes in the great City of the West.

Terms of Sale—CASH IN HAND.

Proceeds of sales are to be retained on deposit with Good Security in St. Louis until a perfect title is assured from the U. S. in default of which the money will be refunded to the purchaser.

LORENZO D. BIRD, Trustee. SACKFIELD MACLIN, Trustee. Leavenworth, K. T., August 26, 1854.

PROPOSALS FOR WOOD.

THE subscriber invites, until 9 o'clock, A. M. on the 9th of October, proposals for the delivery, at Fort Leavenworth of

Four Hundred Cords of Wood.

The wood to be sound, Hickory, Oak, Blackberry, Ash or Pecan, cut full length, cut into split to proper size, and well corded in the wood yard near the Garrison. The whole quantity to be delivered on or before the 1st day of March 1855.

E. A. OSBORN, Assistant Quarter Master's Office. Fort Leavenworth, Sep. 15, 1854.

Nanny, Weld & Drake, Wholesale Dealers in Boots & Shoes. No. 144 Main street, St. Louis, Mo. Are in receipt of their fall stock of goods, comprising a complete assortment, suitable for the season. Purchasers visiting the city may upon finding our stores open in assortment and quality, to any in this market, and will be offered on the most favorable terms.

Missouri Steam Planing Mill, Builders Warerooms—Sash, Door and Band Factory—Mill and Lumber Yard, Corner of Walnut & 9th streets, St. Louis.

WE have erected a LARGE STEAM MILL for the purpose of manufacturing and keeping on hand an assortment of doors, sash, blinds, mantels, base, shelving, for stores, parlors for fences, weatherboarding, flooring, and every kind of carpenter work suitable for steamboats and buildings. Boards and planks planed on both sides to any thickness required. Resplitting, ripping, scroll and circular sawing, planing, relating, also mouldings of very variety of pattern prepared at short notice.

Being practical builders, employing none but experienced workmen, we are prepared to furnish work as low as any establishment in the West. Our work is all made of seasoned lumber, and warranted equal to that made by hand. Considering the low rates of freight, carpenters and others about to erect buildings, on the lines of railroad running into St. Louis, or on the Missouri or Mississippi rivers, will find it to their interest to purchase all their work and lumber from us. We have a printed bill of prices which we will send to persons who may wish one. All orders will receive prompt attention. Terms—Cash. SAWYER & McILVAIN, sep 15

1854. Missouri River. 1854.

REGULAR TUESDAY PACKET. The new, fast and splendid passenger Steamer Admiral, Chas. K. Baker, Master, will leave St. Louis on every alternate Tuesday, in place of the J. H. Lucas, for Lexington, Kansas, Weston and St. Joseph. The Admiral is almost entirely new, having been built late last fall, and is superbly fitted up with every modern improvement, and for comfort, safety and convenience is unsurpassed. No effort shall be wanting on the part of the officers of the Admiral to render every attention to passengers and shippers that can be desired. All order from our friends promptly attended to. CHAS. K. BAKER, Master. ROBT. DART, STANLEY RYLAND, Clerks.

Edwards & Bushnell.

BOOKSELLERS & STATIONERS, 124, Fourth Street, St. Louis, Mo., Constantly on hand the most complete assortment of School, Classical, Medical and Miscellaneous books and stationery of every variety at the lowest possible prices. Leavenworth, K. T., Sept. 15th, 1854.

Fisher & Zubrod.

Importers and Wholesale Dealers in groceries, wines, liquors, cigars &c. Secd. st. cor. of vine. Sep. 15, '54. St. Louis Mo.

LEWIS N. REES,

Leavenworth, K. T.

DEALER IN DRY GOODS, GROCERIES, queensware, boots & shoes, hats & caps, ready-made clothing, hardware, cutlery, castings, stoves and tinware, window-glass, oils, paints, &c., &c. Intends to keep constantly on hand a full and complete assortment of all articles usually found in a retail store, and particularly such as are suited to the pioneer settlements, and will sell them as low for cash on as they can be purchased in any town on the Missouri river. Corner of Broadway and levee. Leavenworth, Sept. 15, 1854.

Wm. J. OSBORN.

ATTORNEY & COUNSELLOR AT LAW, LEAVENWORTH, K. T.

Office in the Editors room of the Herald.

L. D. BIRD Wm. H. MILLER Weston, Mo. Leavenworth, K. T.

BIRD & MILLER

ATTORNEYS & COUNSELLORS AT LAW.

C. C. ANDREWS

ATTORNEY & COUNSELLOR AT LAW, FORT LEAVENWORTH, K. T.

JOHN HARVEY DAX, M. D.

Leavenworth, Kansas Territory. Sept. 15.

SAMUEL M. LYON,

HOUSE JOINER AND CARPENTER.

HAS located at Leavenworth, and will attend to all business in his line, in workmanlike manner and at the shortest notice. sep 15

C. McCREA.

ATTORNEY AND COUNSELLOR AT LAW. Residence, Salt Creek, Kansas Territory. Office in Leavenworth. (Sept. 15.

A. W. HAZELRIGG,

ATTORNEY AND COUNSELLOR AT LAW. Leavenworth, K. T. Office next door to Herald Office. (Sept. 15.

A. J. WHITNEY,

ATTORNEY AND COUNSELLOR AT LAW, AND GENERAL LAND AGENT.

Leavenworth, Kansas Territory. Will attend promptly to all business entrusted to his care. (Sept. 15.

C. W. Babcock,

ATTORNEY AND COUNSELLOR AT LAW. Leavenworth, Kansas Terly. Sept. 15.

LAW NOTICE.

E. S. WILKINSON, will practice law in the E. counties comprising the 12th Judicial Circuit, and in the Court of Common Pleas, Weston, and will when necessary attend to business in the Probate Courts, attend to drawing Deeds, Wills, Powers of Attorney, Bonds and all manner of contracts that may be wanted; and will attend to the payment of taxes, selling real estate, and will promise the fullest satisfaction in the collection of debts at home or from abroad, and will give the most satisfactory reference from St. Louis Mo., he trusts here at home. His office is at the Post Office, where he may be found. (Sept. 15—6m.

B. H. TWOMBLY.

ATTORNEY AND COUNSELLOR AT LAW.

HAS permanently located at Leavenworth, for the practice of his profession, and will attend all Courts in the Judicial District in which Leavenworth is situated. (Sept. 15.

Union Mutual Life Insurance Co.

68 State Street, Boston Mass. CAPITAL, \$100,000, & CONSTANTLY increasing for the benefit of those insured. CHARTERED UNDER THE LAWS OF MASSACHUSETTS.

General Agent for Kansas and Nebraska. Sept. 15.

"ST. GEORGE HOTEL."

Corner of Main and Thomas streets, WESTON MO.

THE subscriber would inform the public